

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 11 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. M-5-M9-4I-WA-001-000	5. PROJECT NO. (If applicable)
6. ISSUED BY DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUREMENT BR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115 MATSCHKOWSKY, CHRISTINE 415-848-4737		7. ADMINISTERED BY (If other than Item 6) See Item 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		(x)	9A. AMENDMENT OF SOLICITATION NO. TIRWR-04-R-00018
		X	9B. DATED (SEE ITEM 11) 09/24/2004
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

This amendment is issued to disseminate questions and related responses, and the site visit attendance sheet.

The Proposal Due Date remains **October 26, 2004, 12 p.m. local time.**

To allow sufficient time for IRS to respond to questions, final submissions of questions are due by **COB October 14, 2004.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The following is to be inserted in Section H.

H.16 SAFEGUARD OF TAXPAYER AND EMPLOYEE INFORMATION

This contract does not involve the disclosure of confidential tax or other taxpayer information. Any information of a confidential nature, tax records or employees files, that may be observable during the course of performance of duties under the contract shall not be perused for any reason. The contractor is responsible for ensuring that its employees shall not express, repeat, comment upon, disclose, or use in any way any information seen, observed or derived from documents or conversations of a sensitive or confidential nature overheard by them in the performance of their duties. The contractor shall comply with and assume responsibility for compliance of this provision by its employees. The contractor or any of its employees are subject to the provisions of 26 U.S. Code Section 7213(a)(3) regarding a fine of up to \$5,000, or imprisonment for not more than 5 years, or both, together with the cost of prosecution for conviction of misusing return and return information. The contractor shall make aware and inform each of its employees of these provisions.

RESPONSES TO QUESTIONS:

1. Please provide the name of the incumbent contractor and the last annual amount of the current contract.

Response: The incumbent contractor is Mike Garcia Merchant Security and the approximate last annual amount of the current contract is \$2,780,951.00.

2. 1. Section C, 5.D.20 (page C-8): Para 20 states "officers shall not be on post/duty longer than 2.5 hours without being allowed at least a 10 minute relief period." Is it the IRS's intent that all officers get 3 - 10 minute breaks per 8 hour shift plus a lunch break of 30 minutes?

Response: 2 10-minute breaks and 1 30-minute lunch.

3. Section C, 14.A.1.b (page C-13): Firearms. This para states weapons are "individually issued to each guard." Is it the IRS's intent that the contractor provide enough weapons to equip each guard in the guard force (approx 55-60); or each guard on duty each shift upon reporting for work?

Response: The intent here is that each guard does not need to have individual weapons but that each guard on a post that requires a weapon is to be issued one.

4. Section C, para 9, (page C-11): Government provided equipment, etc... Will the contractor's project manager be provided email capability for transmission of payroll files? Will the government provide access to a fax machine or a phone line for the contractor's fax machine?

Response: Email can be provided for the project manager as well as a

phone line for the contractors fax machine if necessary.

5. Section C, 14.A.2.a (page C-14): Uniforms. Chapter 22 of the GSA/FPS Handbook cites 4 different styles of uniforms for guards from Class A to D. Paragraph 7.c of Chapter 22 provides a list of uniform articles/equipment which appears to apply to all as follows:

Badge FPO, breast and cap ea. 1
chevrons, corporals, sets 3
chevrons, sergeants, sets 3
bars, lieutenant, gold, sets 2
bars, captain, gold, sets 2
leaves, (major), gold oak, sets 2
nameplates, brushed brass, ea. 2
ammunition pouch, ea. 2
notebook, pencil, ea. 1
whistle, ea. 1
flashlight ea. 1
body armor, ea. 1
belt, trouser, ea. 1
pistol belt, (Sam Browne) ea. 1
holster, ea. 1
handcuffs, ea. 1
handcuff case, ea. 1
jacket, ea. 1
raincoat, black reversible, ea. 1
rain-cover, cap, black, police type, ea. 1
trouser, blue, all season weight, pr. 4
shirt uniform, long sleeved, ea. 6
shirt uniform, short sleeved, ea. 6
cap, uniform, garrison type, ea. 1
necktie, black, pre-tied or cross tie ea. 3
boots, rubber, black, pr 1
overshoes, black, pr. 1
cap, pile trim w/flaps, ea. 1
hat, lawman style or baseball cap, ea. 1

Will the IRS please specify which class uniform is required? (Class A is a blazer style uniform) Class C is less formal (and seemingly more suitable). Will the IRS please modify the above list to specify which articles are required and in what quantities?

Response: Class "C" uniforms are required. The officer's and canine officer's uniforms to be worn are at the discretion of the contractor as long as the uniforms conform to the standards as outlined in the GSA/FPS Handbook and approved by the COTR.

Also: the above list calls for an ammo pouch but does not mention speed loaders; are speedloaders required? Are batons required? Radio holders? Belt keepers? Key keepers? (These articles are listed in paragraph 6.m "accessories".)

Response: Speed loaders are required, batons are not used and therefore

not required. Radio holders would be a necessity if the radios furnished by the contractor did not have a belt clip to secure the radio to the belt. Key keepers are required.

6. It appears from the fact that no CBA was forwarded, that this is not a Union site.

Response: No CBA is in place at this time.

Can the IRS provide a breakdown of how many Lieutenant, Sergeant and Corporal positions are designated for this site, if any? i.e., shall the contractor assume that shift supervisors are Lieutenants and propose a higher rate of pay for these positions?

Response: This is not an IRS requirement but a decision made by the contractor.

Is the control room post(s) considered "alarm monitors" and thus required to be paid at the Wage Det rate for alarm monitors?

Response: No.

7. Section C, paragraph 16 (page C-16). Can the IRS provide more specifics concerning radios, such as frequency (UHF,VHF), number of channels required, model within the Sabre Series currently used; number of radios currently provided by the contractor. Since microphone is listed as a separate item, is the IRS requiring clip on shoulder mic's?

Response: The exact frequencies and tones will be provided when the contract is awarded. The radios will need to be FCC type acceptance radios capable of operating in the UHF area of 400.000 MHz to 420.000 MHz. The radios in use at this time consist of a combination of older Saber series radios and the newer XTS-3000 Saber Series radios. We are NOT requiring Motorola brand radios be used. But the radios need to be compatible with our system. The IRS is not requiring clip on shoulder microphones.

8. Section C, paragraph 19 (page C-19-). This section requires quarterly sustainment firearms testing and annual requalification. Can the IRS specify how many hours the contractor shall allow for each quarterly test and does one of the quarterly tests count as the annual?

Response: The annual shoot takes the place of 1 of the quarterly shoots.

The section requires 3 hours (per attachment 3) of classroom training in conjunction with the annual test; is this number accurate? Is the following an accurate estimate of training hours:

A. New Hires: Attachment 3 = 12 hours; Attachment 4 = 28 hours; fire arms pistol qualification = 2 hours; total = 42 hours?

OJT (paragraph 22) = 5 hours?

Facility Training (paragraph 23) = 2 hours? **4 Hours**

Post Orientation (paragraph 24) = 1 hour? 8 Hours

Follow-up Orientation (paragraph 26) = 3 hours **0 Hours. (The officers are on duty at this time)**

Grand Total New Hire Training: 53 hours? **59 Hours**

B. Annual:

Sustainment/annual weapons qual: 2 hour x 4 times per year per officer = 8 hours

CPR/1st aid = 13 hours per year per officer (per attachment 4)? **4 Hours per officer per year.**

State required Continuing Education/Training = 8 hours per year per officer?

(Note: The State of Utah requires 16 hours of continuing education/training for armed security officers every two years (8 hours per year) and 4 hours of weapons training twice each year. It appears that quarterly sustainment training listed above, as long as it lasts 2 hours, will meet the requirement; however, the contractor will have to teach at least 8 hours of continuing education training per year to meet State requirements.)

Does IRS concur with the above number of training hours per year per officer to equal 29 hours per year?

Response: Further research into the Utah State regulations will need to take place before the IRS can answer this question.

C. Initial qualification/licensing: Can the contractor make initial licensure as an armed security officer a pre-condition to hiring in order to save the government money?

Response: Not a government regulation.

E. If the contractor carries over current employees of the incumbent contractor, are all officers currently working this site considered to have met all new hire and current year training requirements? If not, can the IRS estimate number of training hours required to bring the current guard force up to requirements?

Response: All officers currently working this site are considered to have met all new hire and current year training requirements.

F. Para 28 seems to indicate that “new hire” training is not reimbursable. Please clarify, as “turnover” is going to occur, and any replacement officers will have to undergo required training.

Response: New hire training is not reimbursable and is the responsibility of the contractor.

G. Para 29, Can the IRS clarify the need for the tenured officer examination, since all annual training is required by either the State or the IRS, what other training would be satisfied by taking this exam? (In other words, what training would be waived if officer passed this exam?) Is the contractor required to bid additional annual training "review" hours to review subjects listed in para 29 to ensure officers' ability to pass the exam?

Response: Additional training can be waived by the COTR based on the outcome of the tenure testing. No.

H. Para 30, Can the IRS specify how many hours are expected/required for supervisor training listed?

Response: This is determined by the contractor and approved by the COTR,

Additionally para 30, subpara C states all supervisors/sergeants must complete 40 hours of radar gun training. (1) Do all current supervisors meet this provision?

Response: No.

(2) What positions are sergeant positions and how many apply?

Response: The IRS requires no sergeant positions.

Does the contractor assume that each supervisor/sergeant will have to re-cert (8 hours) at least once during the term of the contract?

Response: Yes.

I. Para 31, Do all current supervisors and those assigned to work as dispatchers meet the training requirements?

Response: Yes.

How many hours of basic training is required for dispatchers prior to the two weeks of OJT?

Response: The training requirements apply.

Are the dispatcher positions classified as Sergeant positions?

Response: Not by the IRS.

Is there an existing Wage Conformance that specifies rates of pay for dispatchers or are these considered alarm monitors?

Response: No.

Is there an existing wage conformance for supervisors?

Response: No.

9. Section F, F.4.B (pages F-2 & 3). This paragraph addresses "reserve" personnel requirements. It states that IRS does not intend these personnel be "full time" employees. Since these officers are to be used as "relief" officers for breaks, on a daily basis, at least a portion of the reserve force will have to be "part time" officers working daily and will cause an increase in the FTE's required. Does this IRS concur with this analysis?

Response: No. Reserve officers and relief officers are different.

10. Section F, F.4.C (page F-3): Are ALL weapons to be cleaned weekly?

Response: Section C.14.A.(1)(b) states "Firearms shall be cleaned and oiled, as weather and environmental conditions may require, ensuring optimum operating condition". It is up to the contractor to determine when the firearms shall be cleaned. Section F, F.4.C refers to the weapon cleaning report.

If weapons are stored properly and closed-end holsters issued, can this be modified to monthly to conserve both cleaning supply costs and overhead labor requirements?

Response: No.

11. Section F, F.4.D (page F-3): Is the current guard force up to date on physicals? Can a list be provided of when the last physical for each guard was conducted?

Response: It is unknown to this office as to the willingness of current contractor staff to transfer to a new contractor. It is the contractor's responsibility to provide adequate staff in performance of contract duties.

12. Section G, G.1.C (page G-2): Is this paragraph addressing the offeror's nominee for local project manager or the "in" company primary contract point of contact?

Response: This would be the offeror's nominee.

13. Section J, Post exhibits:

In computing the hours for the project site, is Post 23 page J-14 and Post 23 page J-15 the same post (i.e. continuation page)?

Response: Yes.

Does Post 28 page J-18-19 include "peak" season hours or do we add on for those?

Response: All hours are included and "peak Season" will be removed.

Post 30, on J-20 and J-21 lists 8760 hours twice--are there 2 guards each shift? For Post 10, Relief Officer, is the contractor to add 8760 hours for full time relief/"other"

duties listed in the post description?

Response: No.

14. In the Fresno solicitation IRS provided a composite of post hours divided into Supervisor, K9's and Posts on one page. Depending upon post 30, I get several different totals for hours:

Version 1

Supervision 8,736 (2080 Captain and 6656 other supv)

K9 - 2600

Posts

102,636

Version 2

Supervisor same

K9

25 Jan - 30 Apr 13 weeks x 108 hrs = 1404

Remaining 39 weeks x 60 hrs = 2340

Total = 3,744

Posts

111,396 if post 30 is two guards per shift

Version 3

Supervisor same

K9 either of 1 or 2 above

Posts

120,156 if relief post is 8760

Can IRS please clarify?

Response: Not quite clear on this question. Post 30 for Ogden states 8,760 hours per year.

15. Section C, para 6, page C-8 lists a Project Manager, however, Post 1 in Section J lists duties that would be associated with a Project manager as those of the "Captain". Is the IRS requiring both a Project Manager and a "Captain"/1st Shift Supervisor?

Response: Yes.

16. Are the K-9 handlers going to be armed or not? If they are armed the K-('s could be confused be the trace amount of gun powder in the ammo. If they are not armed then will they be able to man a post (an armed post) in another area on a temporary basis? If the K-9 handlers are not going to be armed do they need to qualify on the range?

Response: IRS requests that canine officers maintain the same credentials as regular officers for emergencies and relief situations. If the EDDT should encounter a security vulnerability the officer will be requested to handle the situation, calling for back-up from other officers if needed. During emergency situations such as a bomb threat, we may require the

EDDT to take a post, or stand by to secure the perimeter. In all cases, we would like the EDDT to have the same credentials as other armed officers. Canine training, testing, and mail search will be their main priority.

17. Because the gun safe for the weapons is government property at this site and the contractor must supply a gun safe as per the contract, who pays to have the combination changed when it is necessary?

Response: IRS will pay to have the combination changed once a year and also any maintenance to the safe.

18. Who pays for the fingerprinting cost for the background investigation?

Response: The IRS pays the cost of the National Background Investigation Center (NBIC) investigation and any additional costs would be paid by the offeror.

**INTERNAL REVENUE SERVICE
SITE VISIT FOR SECURITY GUARD/CANINE SERVICES
AT OGDEN, UT
OCTOBER 6, 2004 9:00 A.M.**

ATTENDANCE SHEET

<u>NAME</u>	<u>COMPANY/AGENCY</u>	<u>PHONE</u>
1. <u>Mike Garcia</u>	<u>Merchant Security</u>	<u>915-772-7047</u>
2. <u>Duane Buckley</u>	<u>ARES</u>	
3. <u>Julie Weaver</u>	<u>Oquirrnborg Kennels</u>	
4. <u>Troy L. Thames</u>	<u>C and D Security Management, Inc.</u>	<u>800-294-3804</u>
5. <u>Walter V. Lowes</u>	<u>Frontier Systems Integrators, LLC</u>	<u>972-467-7275</u>
6. <u>Rosalie Cox</u>	<u>EDT/Oquirrhberg Kennels</u>	
7. <u>Royce Harvey</u>	<u>Ameritex Guard Services</u>	
8. <u>Merrill Stuck</u>	<u>Oquirrnborg Kennels</u>	
9. <u>Bredgitt Walker</u>	<u>American Eagle Protective Services</u>	<u>512-260-7157</u>
10. <u>Dan Walker</u>	<u>American Eagle Protective Services</u>	<u>512-260-7157</u>
11. <u>Chuck Thorsted</u>	<u>American Eagle Protective Services</u>	<u>801-474-8032</u>
12. <u>Robert Parker</u>	<u>HMI Associates, Inc.</u>	<u>818-887-6800</u>
12. <u>Lynn Oliver</u>	<u>American Security Programs</u>	<u>703-834-8900</u>
13. <u>John Weick</u>	<u>Watson Agency, Inc.</u>	
14. <u>Robert Gooden</u>	<u>ARES International Security</u>	
15. <u>Dan Eerkes</u>	<u>Steve and Mike LLC</u>	
16. <u>Blake Morgan</u>	<u>Pinkerton</u>	
17. <u>Derin Dutchover</u>	<u>Pinkerton</u>	
18. <u>Sheri Rogers</u>	<u>Secuity Management Services, Inc.</u>	
19. <u>Wes Johnson</u>	<u>Worldwide Security Services, Ltd.</u>	

20. Chuck Youngblood K9SS/AT Systems Security, Inc. 801-328-4932
21. Boyd Waters JTC & Associates Security
22. Joe Purdon Utah Security Specialists 801-420-3168
23. Mark Mahler American K-9 Detection Services 303-435-8890
24. Neff Cottle ECI
25. Melvin Ratz Securiton
26. Mike Gunn Metro Protection